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SCHWARZE

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October 14, 2022

VIA ECF

Hon. Denise L. Cote  
United States District Court  
Southern District of New York  
500 Pearl Street, Room 1910  
New York, NY 10007

Granted.  
Denise L. Cote  
10/18/22

Re: Zoetis, Inc. v. Boehringer Ingelheim Vetmedica, GmbH,  
No. 21-cv-8319-DLC: Letter Motion to Seal Plaintiff's Opposition to  
Defendant's Motion for Leave to Amend Answer (ECF 28)

Dear Judge Cote:

We represent Plaintiff Zoetis, Inc. ("Zoetis") and write requesting the Court's authorization to file Exhibit A to Zoetis's Opposition to Defendant's September 22, 2022 Letter Motion to Compel (ECF 32) under seal.

The Opposition, filed concurrently herewith, necessarily cites many times to the License Agreement at the heart of this breach of contract action, as well as to communications between the parties regarding that Agreement. The Opposition also attaches the Agreement and certain of those communications as Exhibits A-F. Section 7.2 of the Agreement declares that the terms of the Agreement are confidential to the Parties.

Courts in this District have often found it prudent to seal confidential contracts. *See Eastman Kodak Co. v. Asia Optical Co.*, 118 F. Supp. 3d 581, 585 (S.D.N.Y. 2015) (sealing patent license agreement); *Kelly v. Evolution Mkts., Inc.*, 626 F. Supp. 2d 364, 377 (S.D.N.Y. 2009) (sealing employment and compensation agreement central to the dispute).

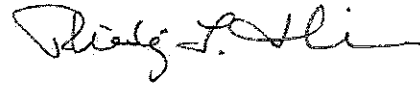
While there is a presumption of public access to Court proceedings, "[t]he presumption of access is at its strongest when the document in question ... has been submitted as a basis for judicial decision making." *Cornelius v. Indep. Health Ass'n*, 912 F. Supp. 2d 26, 28 (W.D.N.Y. 2012). At present, the Parties are not asking the Court to engage in substantive decision making over the terms of the Agreement. Rather, the present issue is merely procedural – whether Defendant is entitled to add a new counterclaim. While the License Agreement may need to become public if this case proceeds to summary judgment or trial, today is not that day. Zoetis therefore respectfully requests the Court's authorization to place the Agreement and communications under seal,<sup>1</sup> until such time as this case must be resolved on its merits.

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<sup>1</sup> Because the parties have already referred to certain provisions of the Agreement in public filings, Zoetis does not believe the Opposition itself must be sealed.

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Respectfully submitted,

A handwritten signature in black ink, appearing to read "Philip L. Hirschhorn". The signature is fluid and cursive, with the first name "Philip" being more prominent.

Philip L. Hirschhorn

Cc: All Counsel by ECF